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Supreme Court of the United States

October Term 1942

No. 1017

AMTORG TRADING CORPORATION, a corporation, VSESOJUZNOJE OBJEDINENIJE "STANKOIMPORT" (All-Union Combine "Stankoimport"), VSESOJUZNOJE OBJEDINENIJE "MACHINOIMPORT" (All-Union Combine "Machinoimport"), VSESOJUZNOJE OBJEDINENIJE "TECHNOPROMIMPORT" (All-Union Combine "Technopromimport"), VSESOJUZNOJE OBJEDINENIJE "RAZNOIMPORT" (All-Union Combine "Raznoimport"), and VSESOJUZNOJE OBJEDINENIJE "PROMSYRIOIMPORT" (All-Union Combine "Promsyrioimport"),

Petitioners-(Libellants-Appellees),

against

AMERICAN FOREIGN STEAMSHIP CORPORATION, a corporation, Claimant of the American Steamship WILDWOOD, Official No. 219356, her engines, boilers, tackle, apparel, furniture and consumable stores, and NATIONAL SURETY CORPORATION, a corporation,

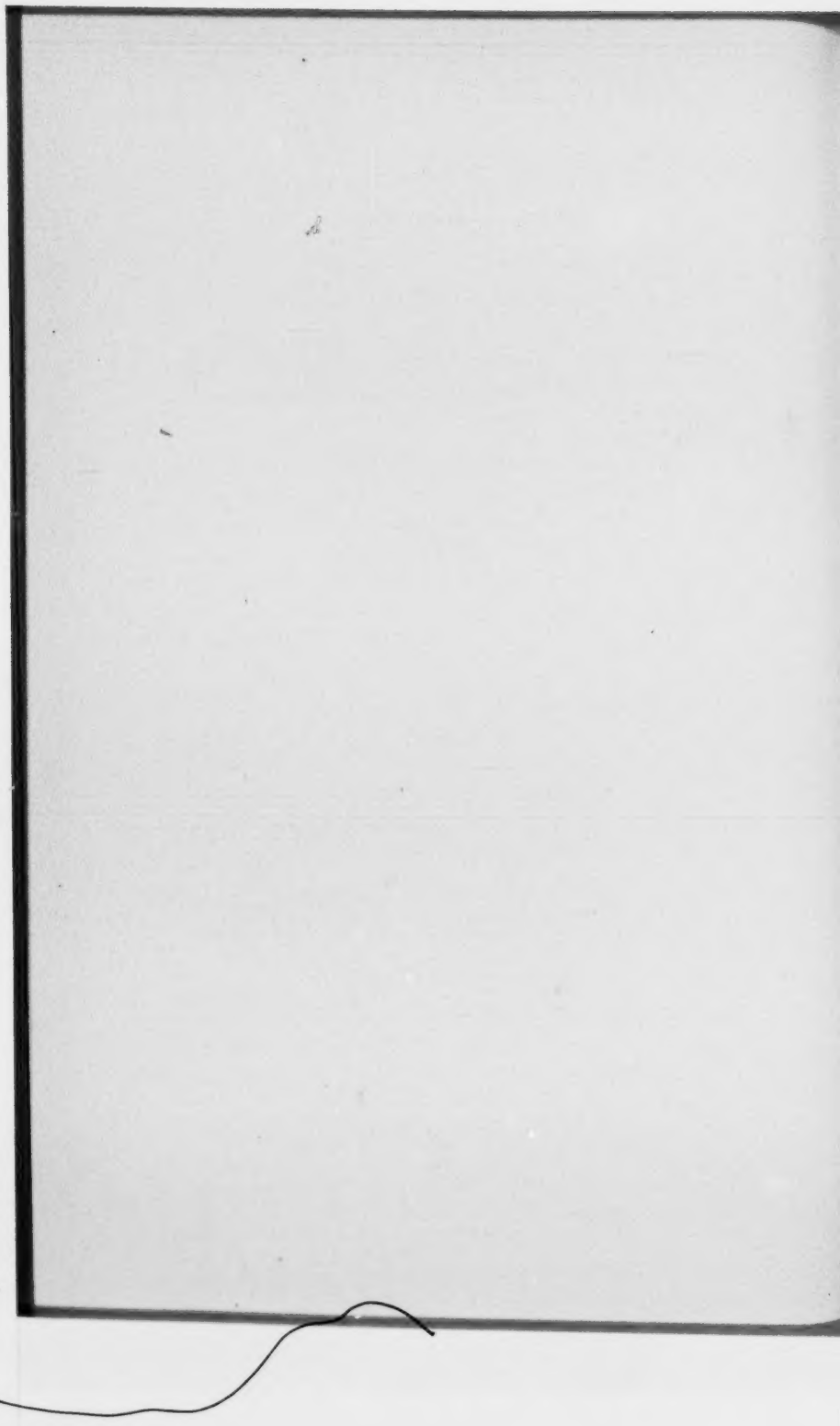
Respondents-(Respondents-Appellants).

PETITION FOR WRIT OF CERTIORARI TO THE CIRCUIT COURT OF APPEALS FOR THE NINTH CIRCUIT

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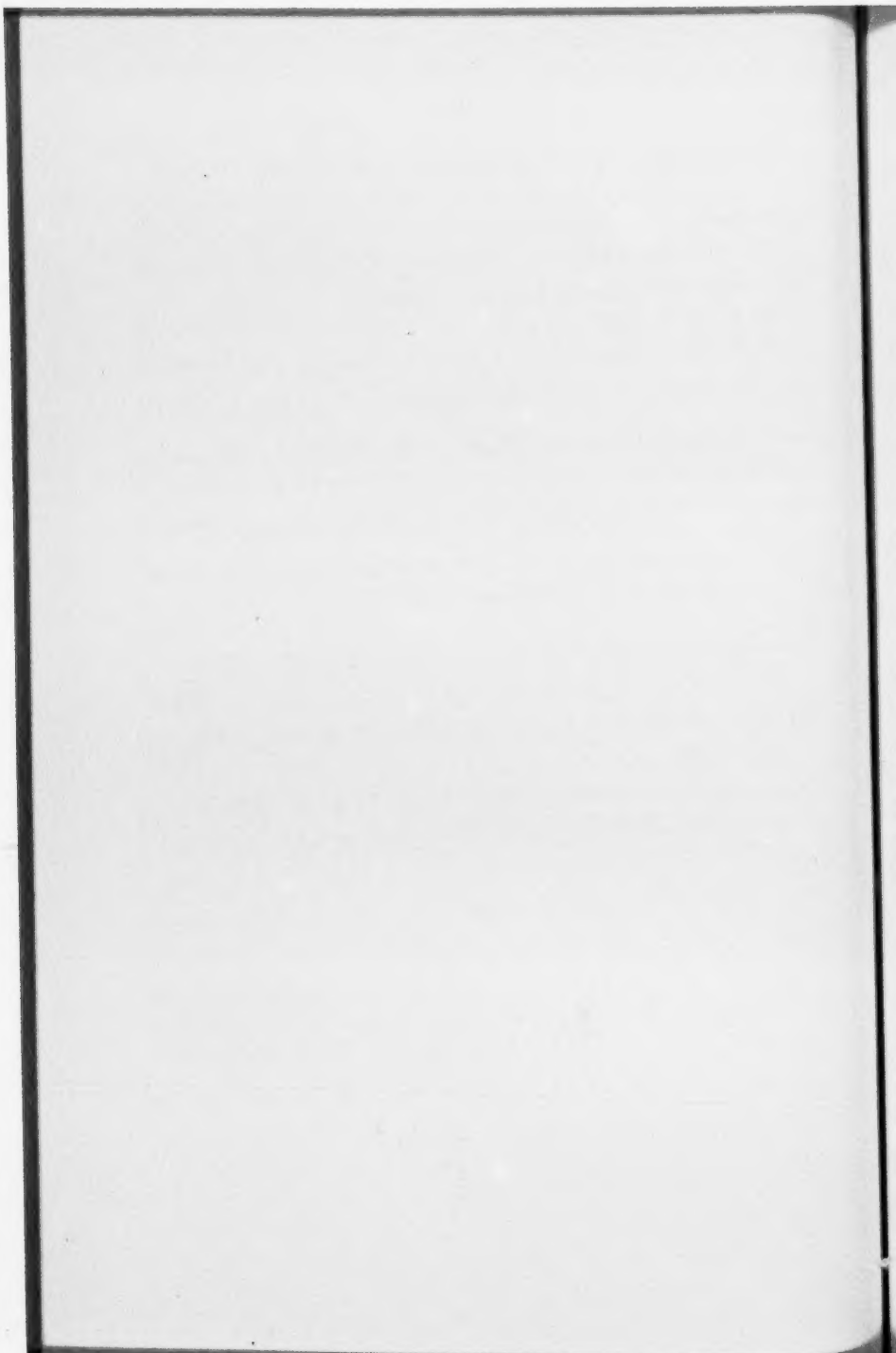
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No.

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Respondents-(Respondents-Appellants).

PETITION FOR WRIT OF CERTIORARI TO THE CIRCUIT COURT OF APPEALS FOR THE NINTH CIRCUIT

To the Honorable Chief Justice and the Associate Justices of the Supreme Court of the United States:

The petition of Amtorg Trading Corporation, *et al.*, for a writ of certiorari to the Circuit Court of Appeals for the Ninth Circuit respectfully shows:

Jurisdiction

This is a suit in admiralty brought by your petitioners as libellants in the United States District Court for the Western District of Washington arising out of the abandonment by the S. S. WILDWOOD of a voyage from Jersey City to Petropavlovsk and Vladivostok, in the Union of Soviet Socialist Republics in February and March, 1940 and the subsequent discharge by the vessel of the cargo at Tacoma, Washington.

This petition seeks a review of the decision of the Circuit Court of Appeals for the Ninth Circuit reversing a decree for the libellants in the District Court. The date of the order for mandate which is the decree sought to be reviewed is (R. 2151) Feb. 23, 1943.

The jurisdiction of this Court is invoked under Section 240 of the Judicial Code as amended by the Act of February 13, 1925 (43 Stat. 938; 28 U. S. Code, Para. 347).

Summary Statement

The opinion of the District Court is officially reported in 40 Fed. Supp. 956 and is printed in the record on pages 120-153. Its findings are printed at pages 159-215.

The opinion of the Circuit Court of Appeals is reported in 133 F. (2d) 765, and is printed in the record at pages 2132-50.

The WILDWOOD, an American vessel operated by respondents, sailed from Jersey City, New Jersey, on February 19, 1940 for Vladivostok with a general cargo, including copper strips and bars and machinery, all shipped under bills of lading by Amtorg Trading Corpo-

ration (hereinafter called the libellant). Freight in the amount of $111,664 was prepaid (172).*

On March 18, 1940, shortly before the vessel arrived off Honolulu, the libellant, having received information that the port of Vladivostok was congested with vessels awaiting discharge, requested respondent to change the destination of the vessel from Vladivostok to Petropavlovsk, and it was agreed that the vessel should proceed to Petropavlovsk to discharge part of her cargo and at libellant's option, should thereafter proceed to Vladivostok to discharge the remainder (Findings, 165-8; Opinion Dist. Ct., 125).

The Claim Based on Abandonment of the Voyage

The suit, so far as concerns the principal claim, arises out of the failure of the vessel to proceed to Petropavlovsk and her return to and discharge at Tacoma, Washington, in compliance with an order cabled to the master by the owner at New York and now claimed to have been occasioned by the fear that the vessel would be stopped and examined by the British for contraband. The cable was sent March 28, 1940, when the vessel was about 1200 miles beyond Honolulu on her way to Petropavlovsk and about 1500 miles from the port (Findings, 168-9).

The port of Petropavlovsk is on the Kamchatka Peninsula, facing the open Pacific and has no rail connection with Europe. The port of Vladivostok is on the Sea of Japan, is a terminus of the Trans-Siberian Railway and can only be approached from the north or east by narrow

* All references are to pages of the printed Record.

straits between the Islands of Japan. The two ports are 1350 miles apart.

The Circuit Court of Appeals found that the turning back of the vessel was justified because of the receipt on March 27 and 28 of a report of the interception by British vessels of the Russian steamship MAYAKOVSKY for contraband inspection on a voyage from the United States to Vladivostok. That Court found that the MAYAKOVSKY had been intercepted by the British about 100 miles off Tsugaru Strait leading into the Sea of Japan "the normal channel or approach to Vladivostok" (p. 2140). These straits were about 1300 miles from Petropavlovsk, and the MAYAKOVSKY was in fact seized after she had visited Petropavlovsk and when she was approaching Vladivostok (R. 2074, 2076).

On January 14, some six weeks before the WILDWOOD sailed, publicity had been given in the New York newspapers and in Associated Press dispatches to the interception by the British for contraband inspection of the Russian vessel SELENGA while on a voyage from the Philippines to Vladivostok (Findings, 186, 190) and of this the District Court held, without challenge, that the respondent knew or should have had knowledge when the vessel sailed (Findings, 196).

The report of the subsequent interception of the MAYAKOVSKY resulted in renewed speculation by several so-called radio news analysts and newspapers as to whether the British did not intend to intercept vessels bound to Vladivostok carrying materials on the British contraband list and likely to be sent to Germany over the Trans-Siberian Railway (Findings, 191-3).

On March 26 and 27 the respondent had received by cable from the master inquiries with respect to discharging facilities and ice conditions at Petropavlovsk (Opinion Dist. Ct. 127; Findings 167-8). In the forenoon of the following day, March 28, respondent informed the libellant that it considered Petropavlovsk an ice bound port and demanded a guarantee of $250,000 to cover delay and demurrage in case the vessel was seized (R. 1463, 1466, 1489, 1625). Libellant was given until 2 p. m. to obtain authority from Moscow to give this bond (R. 1466, 1491, 1597, 1598). At 2 p. m. the bond not having been furnished, respondent advised libellant that the vessel would be turned back (R. 1467). On March 29 respondent gave written notice to the libellant that the vessel was returning to Seattle because of the news received on March 27 with respect to the action of the British (Opinion Dist. Ct., pp. 128-9). The libellant promptly protested and notified respondent that it would be held liable for damages (Findings, 171).

The master took no part whatever in this decision. At 2:06 p. m. March 28, respondent sent a cable to him in answer to his inquiries as to ice and discharge conditions as follows: "Return Seattle immediately confirm also state present position" (Findings, 168-9; R. 1620, 848, 858, 996). The master thereupon abandoned the voyage supposing that he had been ordered to do so on account of ice conditions at Petropavlovsk. In fact Petropavlovsk was not ice bound and the cargo could have been discharged there without difficulty (Findings, 178, 203).

The master knew of the seizure of the MAYAKOVSKY but on his return, he asserted publicly that he turned back only by reason of the orders from the owner (Findings, 202; R. 1027).

No vessel of any kind was ever seized or even challenged in proceeding to Petropavlovsk; it was not in any threatened war zone; and the British Government never announced any policy of contraband control of its commerce (Findings, 203). Nor is there anything in the record to indicate the presence of British vessels at any time within 1000 miles of that port. There was indeed no occasion for attempting to interfere with vessels proceeding thither as any cargo bound for Europe from Petropavlovsk would have to be shipped by sea to a rail head, presumably Vladivostok. Numerous vessels called at Petropavlovsk in March, April and May, 1940, without interference (R. 1989, 1990).

There was never any threat by Great Britain to blockade or interfere with United States vessels proceeding either to Petropavlovsk or Vladivostock nor any announcement by the British Government of the putting into effect of contraband control of such vessels with respect to either of these ports, nor any official suggestion that United States vessels bound thither with contraband cargo would be detained or interfered with. No United States vessel was at any time detained or otherwise interfered with in proceeding to Vladivostok and no neutral vessel was ever detained in proceeding to that port except the Soviet vessel SELENGA (which was reported intercepted before the WILDWOOD ever sailed) and the Soviet steamship MAYAKOVSKY (Findings, 197).

In fact, after the WILDWOOD had redelivered the cargo at Tacoma it was reshipped on other vessels and delivered without interference at Vladivostok (R. 636). Likewise while the WILDWOOD was on her voyage a number of vessels were en route to Vladivostok, only the MAYAKOVSKY being

detained (R. 1973, 2074, 1990, 1991; Findings, 189). There is no record of any of these vessels having turned back.

There is no proof that the cargoes of either the SELENGA or the MAYAKOVSKY were condemned or that either vessel suffered any loss except such as arose from the diversion and delay for examination.

At the time the WILDWOOD sailed from Jersey City and at the time the destination of the voyage was changed, Great Britain and Germany were at war and Russia was a neutral nation. World war conditions then prevailed rendering shipping hazardous (Findings, 179). The British blockade of Germany had been announced on September 5, 1939 and the British Contraband Control Service became immediately effective. The British contraband list, which included many of the materials forming a part of the cargo of the WILDWOOD, had been published on September 6, 1939 and had received wide publicity (Findings, 179). Dozens of vessels bound for neutral ports in the Atlantic and Mediterranean had been stopped by the British and taken to various control ports for examination of their cargoes (Findings, 179-183).

The activities of the British Navy in the Sea of Japan and off the Japanese ports had been several times reported in newspapers before the WILDWOOD sailed (Findings, 185, 196).

The nearest American port to the point of her turning back was Honolulu where there were ample facilities for discharging (Findings, 178). The vessel did not call at that port. Libellant then requested that the vessel discharge at Portland (Findings, 205). This request was refused unless the libellant would waive all claims against

the vessel (R. 1602-4). Without any concurrence or consent by the libellant the vessel was ordered by the owner to proceed to Tacoma, Washington, where she was discharged and immediately took on a cargo on another venture of the shipowner (R. 906-7, 1428).

The shipowner not only retained the prepaid freight but as a condition of delivery of the cargo required the libellant to pay $17,000 additional return freight to Tacoma and some $22,588.72 expenses for discharging and storage of the cargo (Findings, 172). Libellant's damages by way of expenses alone arising from the turning back of the vessel were about $385,000 (Findings, 173).

Cargo Damage

A part of the cargo discharged at Tacoma was found to be badly damaged by salt water and for this damage a supplemental libel was filed.

Decisions Below

The District Court awarded the libellant a decree, both for the damages resulting from the deviation and for the damage to cargo. As to the claim for abandonment of the voyage, the Court found that the cancellation of the voyage and the order to return on March 28 primarily "was given because of supposed 'ice bound port' and lack of facilities for discharging at Petropavlovsk and possible delay and demurrage as a result of this supposed condition" (R. 202).

It further found that "there was no justification for the cancellation of the voyage" and that such cancellation

"constituted an unwarranted deviation and breach of contract" (R. 205, 208).

As to the claim for cargo damage, the Court, on conflicting evidence, found that it was caused by leakage of water from the chain locker which had entered that locker through the chain pipe leading to the deck, and that due diligence had not been exercised to make the vessel seaworthy (R. 206).

The Circuit Court of Appeals, reviewing the evidence as to the possible danger of proceeding to the ports of destination, held as follows (p. 2148):

> "We hold that, based upon its knowledge on March 27, 1940 that the British had seized the neutral MAYAKOVSKY, on a similar voyage, the Carrier had a reasonable apprehension of a real danger of the seizure of the WILDWOOD by the British Naval vessels on her voyage *to Vladivostok* via Petropavlovsk; that the danger so reasonably apprehended was a far greater war hazard than that contemplated by the parties when the charter was made for the voyage to Vladivostok, the bills of lading issued on February 20th, and on March 18 when the agreement was altered to discharge part of the cargo at Petropavlovsk; and that on March 28, the Carrier was entitled under Clause 4 of the bill of lading, as well as under the General Maritime Law, to abandon the voyage and return to Tacoma, Washington." (Italics ours.)

Clause 4 of the bill of lading referred to in the passage above provided, in part as follows:

> "In any situation or wheresoever occurring * * * which in the judgment of the *Carrier* or Master is

> likely to give rise to capture, seizure, detention, demurrage, *delay or disadvantage* to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent or unlawful for any reason to proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to *delay or difficulty* in arriving, discharging at or leaving the port of discharge * * * the master may proceed or return directly or indirectly, to or stop at such port or place whatsoever as he or the Carrier may consider safe or advisable under the circumstances * * *" (174). (Italics ours.)

As to this clause, the Circuit Court of Appeals held (p. 2135):

> "This agreement as to the Carrier's discretion to abandon the voyage gives no more power of abandonment than exists in the absence of clause 4."

Nevertheless the Court held that the increase of hazard was such "as would require the carrier to exercise the powers given it under Clause 4 and give it the right to turn the WILDWOOD away from this newly threatened danger." Elsewhere in its opinion it also relies on Clause 4 and ultimately finds that the turning back was justified not only by the general maritime law but by Clause 4. In so holding it apparently regarded the "general maritime law" and Clause 4 as co-extensive.

The Court bases its decision on principles assumed to be corollary to the two leading decisions of this Court with respect to frustration at time of war: *The Kronprinzessin Cecilie*, 244 U. S. 12 and *The Styria*, 196 U. S. 1.

In *The Kronprinzessin Cecilie* the venture was frustrated because of the danger to *a belligerent vessel*, her

passengers and part of her cargo from entering *an enemy port* in time of war. In *The Styria* the venture was frustrated at the port of loading because of the danger of carrying cargo, which had become contraband, through waters adjacent to the territory of one belligerent *to the port of the other belligerent.* In both cases war intervened *after* the venture began (see discussion of these decisions, Petitioners' Brief, pp. 21-23).

As to the claim for cargo damage, the Circuit Court of Appeals after reviewing the evidence, rejected the findings of the Court below as to the cause of the damage and made its own findings that the cause was the entrance of sea water through the hatch opening during stormy weather at sea and that this was a peril of the sea and excused the carrier from liability.

The Questions Presented and the Reasons for Review by This Court

1. *Is the doctrine of frustration, as defined in The Kronprinzessin Cecilie and The Styria, applicable in any of the following situations to the voyage of a* NEUTRAL *vessel, begun in time of war, to a* NEUTRAL PORT *with cargo on board which would be contraband if ultimately bound to an enemy destination:*

a. *Where the inevitable pecuniary loss to the cargo owner from turning back exceeded the contingent pecuniary loss to which the shipowner might have been subjected in going forward?*

Since there was no danger to passengers involved, as in the case of *Kronprinzessin Cecilie,* and no danger of confiscation of the vessel as in both the *Kronprinzessin*

Cecilie and the *Styria*, the frustration can be justified only on the basis of pecuniary risk to the shipowner arising from possible detention. The Circuit Court of Appeals, however, made no attempt to balance the pecuniary risk of the shipowner over against the certain pecuniary loss of the cargo owner. It did not take into consideration or mention the damages to the cargo from abandonment of the voyage amounting to $385,000 (Findings, 173).

In suggesting that the shipowner might have been liable for the value of the cargo if the ship had been intercepted and the cargo condemned, the Court plainly erred as to the law (see Brief, p. 24).

b. *Where no contraband control was ever proclaimed or enforced by any belligerent with respect to the vessel's port of discharge and there is no proof or finding that she carried any cargo bound for an ultimate belligerent destination or that the aggravation in the risk of proceeding to the port of discharge occurring during the voyage was such as to change the nature of the voyage?*

There was no specific finding by the Circuit Court of Appeals of any aggravation during the course of the voyage of risk in proceeding to Petropavlovsk as distinguished from Vladivostok.

As appears from the passages from the opinion quoted in petitioners' brief, pages 29, 30, the Court seems to have based its opinion on the supposed danger of proceeding to Vladivostok and not the danger of proceeding to Petropavlovsk. No vessel was ever intercepted by the British in proceeding to the latter port or within more than 1000 miles of it.

There was in fact no need of considering the dangers of proceeding to Vladivostok at all since it was the turning back from the voyage to Petropavlovsk that constituted respondents' breach of duty, if any.

If, however, it is to be inferred that the Court in its references generally to "Russian Siberian ports" meant to suggest that there was such an increase of the risk, the question is fairly presented, in view of the undisturbed findings of the District Court with respect to freedom of trade to Petropavlovsk, whether *any palpable* supposed increase of risk would justify frustration or whether the increase of risk over that existing at the beginning of the voyage must be such, as to make the contract of the ship one "into which she has never entered" (*The Styria,* 186 U. S. 1, 14), or reasonably to render the contract one the performance of which "it cannot be believed that the contractee would have demanded or the contractor would have assumed" (*The Kronprinzessin Cecilie,* 186 U. S. 12, 22).

c. *Where the master as the representative of all the interests did not participate in the decision to turn back and returned on the order of the owner without knowledge of the reason for the order?*

In both THE STYRIA and THE KRONPRINZESSIN CECILIE the master made or participated in the decision to turn back, and in THE STYRIA especially his traditional position as the representative of both cargo and ship in an emergency and the extent of his discretion in all matters affecting the safety of the interests entrusted to him was emphasized.

The answer given by the Circuit Court of Appeals in each of these situations and in all of them combined was in favor of the shipowner.

Its decision constitutes a sweeping extension of the principles enunciated in *The Kronprinzessin Cecilie* and *The Styria*. These decisions have heretofore been considered monuments in the law of frustration of contracts in time of war. If these decisions are to be supplanted, this should not be done by a Court of inferior jurisdiction.

2. *Where a voyage is in two legs and requires discharge of a part of the cargo at one port and, at the option of the shipper, discharge of the remainder of the cargo at another port, is the owner entitled to abandon the voyage to the first port of discharge (retaining prepaid freight and charging additional freight for the return voyage) because of dangers or perils which the vessel might encounter in proceeding from the first port of discharge to the second?*

This question is fairly presented because of the Court's insistence and reliance upon the dangers of proceeding to Vladivostok rather than Petropavlovsk.

The holding in the present case conflicts with the principles of previous decisions of this Court as well as the Courts of other Circuits and presents a question of great importance to the commercial and shipping world as to how far the principles of frustration are operative with respect to voyages with alternative or optional ports of destination.

3. *Is Clause 4 of the bill of lading (the frustration clause) in so far as it extends the excuses for failure to perform the bill of lading contract beyond those provided for in the Carriage of Goods by Sea Act, 34 U. S. C. 1304 and the Harter Act, 46 U. S. C. 191, 192 valid?*

A frustration clause in the form of Clause 4 has recently become almost universal in ocean bills of lading issued in this country without having received the approval of the Courts in any case where its inconsistency with the statute has been considered. This clause in substantially the same form was taken over from bills of lading of private carriers as Clause 4 of the standard bill of lading in use by the War Shipping Administration (Gen. Order 16, July 4, 1942; Fed. Reg. V. 7, p. 6566).

On its face this clause has the effect of authorizing the immediate abandonment of the voyage in the discretion of the carrier and the retention of the freight if any situation arises which, in the *carrier's* judgment, may result in *delay, disadvantage or difficulty to the vessel* in carrying out the contract. This clause says nothing about the comparative loss or disadvantage to the shipper.

The Carriage of Goods by Sea Act (1936) provides (46 U. S. C. 1303) that the carrier shall properly and carefully load, handle, stow, *carry,* keep, care for and *discharge* the goods carried and that "any clause, covenant or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or *in connection with* the goods arising from the negligence, fault or *failure in the duties and obligations provided in this section* or lessening such liability otherwise than as provided in this chapter or Section 25 of Title 49, shall be null and void and of no effect".

Section 1304 of the Act lists the exceptions to which the carrier may be entitled, including restraint of princes, but the causes excepted in the Act to excuse the carrier must of course *cause* the non-performance through commercial

or actual impossibility. It is not sufficient that such causes should merely be the occasion for an opinion on the part of the *carrier* that they *may* result in "*delay*" or "*disadvantage*" to *him.*

The Harter Act, 46 U. S. C. 190, 191, provides in part as follows:

> "§1. It shall not be lawful for the * * * owner of any vessel transporting merchandise or property from or between ports of the United States and foreign ports to insert in any bill of lading or shipping document any clause, covenant or agreement whereby it * * * shall be relieved from liability for * * * proper delivery of any and all lawful merchandise or property committed to it or their charge. Any and all words or clauses of such import inserted in bills of lading or shipping receipts shall be null and void and of no effect.
>
> "§2. It shall not be lawful for any vessel transporting merchandise or property from or between ports of the United States of America and foreign ports, her owner, master, agent or manager, to insert in any bill of lading or shipping document any covenant or agreement * * * whereby the obligations of the master, officers, agents or servants to properly deliver same shall in any wise be lessened, weakened or voided."

Despite these provisions of law the Court interpreted Clause 4 as if they did not exist. In suggesting that the liability of the carrier would be the same whether Clause 4 was in the bill of lading or not, the Court apparently did not mean to imply that any part of the clause was invalid as contrary to law but only that the *law* was substantially co-extensive with the provisions of *Clause 4;* otherwise the

reference to the powers of the carrier "given it under Clause 4" (p. 2140) is meaningless.

The question here involved is one of the meaning of, interpretation and effect of important statutes of the United States on bill of lading provisions in common use. Doubts have been suggested as to the validity under the Carriage of Goods by Sea Act of frustration clauses much less drastic than the one here involved (see Brief, p. 33). The question, though of fundamental importance in Maritime Law, has never been passed on by this Court.

4. *Where a voyage is frustrated owing to the risk of proceeding, is the cargo owner, who has prepaid freight to destination, entitled to have the cargo discharged at the nearest convenient port to the place of turning back, or is the shipowner entitled to select for its own convenience without concurrence of the cargo owner a more distant port of discharge and to charge freight from the point of turning back to such port of discharge?*

After failing to discharge at the nearest United States port (Honolulu) where the facilities were adequate (Findings, 178) and refusing to discharge at the other ports selected by libelant the vessel proceeded to Tacoma, Washington, where another cargo was apparently awaiting her (R. 906-7). The cargo owner was then compelled to pay additional freight to Tacoma from the point of turning back.

The District Court held she was not entitled to do this (Findings, 205).

It is essential that, as a guide to shipowners and cargo in similar situations, this Court determine whether after

frustration of the voyage, in cases where the vessel has received the freight, the master "will still have the duty of providing for the cargo in the way most beneficial to its owner" as hitherto supposed; (Scrutton on Charter Parties and Bills of Lading, Fourteenth Edition, p. 134 note; Cargo of the Argos, 1873 L. R. 5 P. C. 134, 165); or whether the shipowner has the untrammeled right to select a port of discharge and to charge additional freight thereto.

5. *In view of Admiralty Rule 46½ providing for findings of fact and conclusions of law by the District Court and the developments of the law with respect to the scope of admiralty appeal, does such an appeal at present result in throwing open all questions of fact for a redetermination on the weight of the evidence by the Appellate Court, as held in The Ernest H. Meyer, 84 F. (2d) 496 (C. C. A. 9) (approved and followed in the present case); or is the present scope of an admiralty appeal analogous to the scope of an appeal in equity or at law after a trial before a Judge, as defined in Rule 52(a) of the Rules of Civil Procedure, as held in Petterson Lighterage & Towing Corporation* v. *The New York Central R.R. Co., 126 Fed. Rep. (2d) 192 (C. C. A. 2).*

The Circuit Court of Appeals, in reappraising the evidence, making new findings and drawing opposite inferences from those drawn by the District Court with respect to the question of abandonment and in making entirely new findings in respect to the question of cargo damage, cited and applied its own decision in *The Ernest H. Meyer,* 84 F. (2d) 496, thus bringing into relief the divergence between the rules of the Ninth Circuit and those of the Second Circuit, with respect to the scope of an admiralty appeal.

This question is discussed more fully in Petitioner's Brief, pages 34 *et seq.*

The difference between the views of the Second and those of the Ninth Circuits on this point requires an early review by this Court of the principles involved.

WHEREFORE your petitioners respectfully pray that a writ of certiorari issue out of and under the seal of this Honorable Court to the Circuit Court of Appeals for the Ninth Circuit commanding that Court to certify and send to this Court for its review and determination a full and complete transcript of the record, and that the decision of said Circuit Court of Appeals be reversed and that petitioners have such other and further relief as may be just.

Dated: New York, N. Y., May 5th, 1943.

AMTORG TRADING CORPORATION, a corporation, VSESOJUZNOJE OBJEDINENIJE "STANKOIMPORT" (All-Union Combine "Stankoimport"), VSESOJUZNOJE OBJEDINENIJE "MACHINOIMPORT" (All-Union Combine "Machinoimport") VSESOJUZNOJE OBJEDINENIJE "TECHNOPROMIMPORT" (All-Union Combine "Technopromimport"), VSESOJUZNOJE OBJEDINENIJE "RAZNOIMPORT" (All-Union Combine "Raznoimport"), and VSESOJUZNOJE OBJEDINENIJE "PROMSYRIOIMPORT" (All-Union Combine "Promsyrioimport"),

Petitioners,

By CHARLES RECHT,
Counsel

Certificate

I hereby certify that I have examined the foregoing petition and that in my opinion it is well founded and entitled to the favorable consideration of this Court and that it is not filed for the purposes of delay.

CHARLES RECHT,
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New York, N. Y.